

COUNSEL OF RECORD LISTED ON NEXT PAGE

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WILLIAM J. HARPER, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

RED ROBIN INTERNATIONAL,
INC., a Nevada corporation and DOES
1 through 100, inclusive

Defendants.

CASE NO. SACV07-124 JVS (RNBx)

FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE

Hearing Date:
Date: May 19, 2008
Time: 1:30 p.m.
Courtroom: 10C

MATTHEW HUGGETT, an individual
and on behalf of all others similarly
situated,

Plaintiffs,

v.

RED ROBIN INTERNATIONAL,
INC., a Nevada corporation and DOES
1 through 100, inclusive,

Defendants.

CASE NO. SACV06-181 JVS (RNBx)

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Attorneys for Plaintiff MATTHEW HUGGETT, on behalf of himself and on
17 behalf of all others similarly situated

1 The Court has received and considered the proposed Stipulation for Class
2 Action Settlement between Plaintiff and Defendant (hereinafter the “Settlement
3 Agreement”); has previously granted preliminary approval of the class settlement
4 that provided for conditional class certification; has been informed by declarations
5 that notice to the Class of the settlement has been given to the Class; has held a
6 fairness hearing at which all parties appeared by their Counsel and at which the
7 Class Members were afforded the opportunity to object to the proposed settlement;
8 has received and reviewed briefing and evidence as to why the proposed settlement
9 is fair, adequate and in the best interests of the represented class; has considered all
10 other arguments and submissions in connection with the proposed settlement.

11 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY**
12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Settlement Agreement and the terms therein are fair, just,
14 reasonable and adequate as to the settling parties, including the Class, and is hereby
15 finally approved in all respects. The parties are hereby directed to perform the terms
16 of the said Settlement Agreement and to report to the Court when that performance
17 has been completed.

18 2. The Class represented herein by Plaintiff is defined as All California
19 restaurant employees of Defendant Red Robin who worked from December 30,
20 2001 until the date of preliminary approval of this action and who were or are
21 classified or treated as non-exempt by Defendant (the “Class Members”) with
22 respect to the following claims: All claims alleged in the Complaint, or which could
23 reasonably have been stated in the Complaint, for missed meal and rest periods, and
24 all derivative claims for interest, attorney’s fees, costs and penalties (including,
25 without limitation, any claims under the Private Attorney General’s Act), arising
26 under the applicable IWC Wage Orders (the “Covered Claims”) with respect to the
27 following period: From December 30, 2001 until the date of preliminary approval of
28 this action (the “Covered Period”).

1 3. The unopposed application of Class Counsel for costs and attorneys’
2 fees award against Defendant is hereby granted. Defendant shall pay \$500,000 in
3 fees and litigation costs of \$11,178.70 to The Cooper Law Firm, P.C., Jose Garay,
4 APLC, Quintilone & Associates, and The Carter Law Firm (“Class Counsel”), with
5 the payment to be made as provided for in the Settlement Agreement incorporated
6 by reference. The Court hereby also awards class representative enhancements of
7 \$10,000 each to William J. Harper and Matthew Huggett. The class representative
8 enhancements shall be paid in accordance with the terms of the Settlement
9 Agreement. The Class Administrator, Rust Consulting, Inc., shall be paid in
10 accordance with the terms of the Settlement Agreement. No other costs and fees
11 relief shall be awarded, either against Defendant or any related persons or entities or
12 from the award to the Class.

13 4. All Class Members, except those who timely opted out of the
14 settlement, are bound by the instant Final Judgment and Order of Dismissal With
15 Prejudice, and by the previously-approved Settlement Agreement. Each
16 participating Class Member is hereby deemed to have released Defendants and any
17 related parties, as defined in the Settlement Agreement, from the claims described in
18 the Settlement Agreement. Each Class Member is barred from commencing or
19 prosecuting any of the claims, either directly, representatively or in any other
20 capacity, that are released by the Settlement Agreement.

21 5. This action is hereby dismissed on the merits with prejudice. The
22 Court shall retain jurisdiction of this action. Jurisdiction shall be so retained for the
23 purpose of resolving any disputes that may arise as to the implementation of the
24 monetary relief terms of the Settlement Agreement. At such time as a report is
25 received that the monetary relief terms of the Settlement Agreement have been

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1 effectuated, the Court's jurisdiction shall be deemed terminated as a final matter for
2 all purposes.

3 IT IS SO ORDERED.

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5 Dated: June 30, 2008

A handwritten signature in purple ink, reading "James V. Selna", is written over a horizontal line.

6 The Honorable James V. Selna
7 Judge, U.S. District Court for the Central
8 District Of California
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